Contract NO. 2023-ERGS-XSTL-QT-025

RASVETA d.o.o.
Broj 276-2023
DANA: 21.06. 2023 god.
SUBOTICA

Km176+274 人行天桥照明及防雷接地设施安装服务合同

Service Contract for Installation of Lighting and Lightning Protection Grounding at Km 176+274 Pedestrian Bridge

Party A: SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Party B: RASVETA DOO SUBOTICA

The Service Contract(NO:2023-ERGS-XSTL-QT-025) is concluded in Subotica, on 6.20.2023, between:

甲 /Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Represented by Mr. Wang Yong

和 And

乙方/Party B: RASVETA DOO SUBOTICA, MB: 08220018, PIB:100959487, PRIBOJSKA 1, SUBOTICA. Represented by Mr. Gyula Palfi.

鉴于 Km176+274 人行天桥需增加照明及防雷接地设施的安装，才能正式投入使用。为避免因人行天桥无法正常使用对后续工程造成影响，甲方委托乙方提供照明及防雷接地设施安装服务。经双方协商，达成如下协议：

In view of the fact that the Km176+274 pedestrian bridge needs to be installed with lighting and lightning protection grounding facilities before it can be officially put into use. In order to avoid the impact on the follow-up project due to the failure of the pedestrian bridge, Party A entrusts Party B to provide lighting and lightning protection and grounding facilities installation services. After negotiation between the two parties, the following agreement was reached:

第 1 条 合同标的
Article 1 Subject of the Contract

1.1 作业地点：Km176+274 人行天桥。

1.1 Work Location: Km 176+274 Pedestrian Bridge.

1.2 作业内容：根据甲方及监理要求，施工图纸及相关技术标准和作业规范，完成 Km176+274 人行天桥照明及防雷接地设施的安装（详见合同第 4 条）。

1.1 Work Description: According to the requirements of Party A and the supervisor, construction drawings and related technical standards and operating specifications, to complete the installation of lighting and lightning protection grounding facilities for the Km176+274 pedestrian bridge (see Article 4 of this contract for details).

1.3 乙方应按照本合同规定的所有条款进行合同规定的工作。乙方有义务在本合同有效期内，按照甲方的需要和要求，以良好的工艺连续、专业、负责任地执行工程，遵守有关工程执行的专业规则。

1.3Party B shall perform the works envisaged by this contract in accordance with all articles specified in this contract. Party B is obligated to execute the works successively, professionally, and responsibly, following the rules of the profession regarding the referred works execution, with good workmanship during the validity period of this contract, in accordance with the needs and requirements of Party A.

第 2 条 服务期限
Article 2 Service Deadline

2.1 完成所有安装工作及调试，并正常投入使用的期限为乙方进场开始施工 15 个日历天内，甲方应提前 2 天通知乙方进场时间。

2.1 The time limit for completing all installation work and commissioning and putting into normal use is within 15 calendar days after Party B enters the site and begins construction. Party A shall notify Party B of the time of entry 2 days in advance..

第 3 条 服务价格

Article 4 Price for Service

3.1 分包价格为 892,250.00 第纳尔（不含增值税）（大写：捌拾玖万贰仟贰佰伍拾第纳尔），增值税根据塞尔维亚税法相关规定计算；本分包总价只是预估总价，具体结算及支付金额以实际完成工程数量与固定的单价计算。

3.1 The subcontracting price is 892,250.00 dinars (excluding VAT) (in words: Eight hundred ninety-two thousand two hundred fifty dinars), the VAT shall be calculated according to the Serbian VAT law; The total price of this subcontract is only an estimated total price, and the specific settlement and payment amount shall be calculated based on the actual quantity completed and the fixed unit price.

价格表 Table of Price

序号 No.	描述 Description	单位 Unit	预估数量 Estimated quantity	单价 Unit price (RSD)	总价 Total price(RSD)
1	**照明装置安装/Installation of Lighting**				
1-1	Delivery and laying of the flexible PVC pipe Fi 25/19mm after the construction of the footbridge and fence along the footpath 人行天桥和人行道围栏施工后，交付和铺设 A 25/19mm PVC 软管	m	1000	145.00	145,000.00
1-2	Delivery and insertion of the cable PPOO-Y 5x2.5mm2 into the flexible tube Fi 25/19mm according to the construction 根据结构将 PPOO-Y 5×2.5mm2 电缆交付并插入 A25/19mm 软管中	m	250	280.00	70,000.00
1-3	Delivery and insertion of the cable PPOO-Y 3x2.5mm2 into the flexible pipe Fi 25/19mm for the construction of the footbridge and the fence along the footpath. 将 PPOO-Y 5×2.5mm2 电缆交付并插入 A25/19mm 软管中，用于安装在沿着人行天桥人行道的围栏上	m	750	220.00	165,000.00
1-4	Delivery and installation of Mitea M051 boat light with built-in 10W LED light on the fence along the pedestrian path. 在人行道沿线的围栏上交付和安装 Mitea M051 船灯，内置 10W LED 灯	piece	50	1,250.00	62,500.00
1-5	Delivery and installation of marine lamps with openings for cable entry and exit on the side of the Eurohandler with a built-in 10W LED bulb according to the construction of the footbridge. 根据天桥的结构，交付和安装带有内置 10W LED 灯泡的 Eurohandler 侧面电缆进出开口的船灯	piece	27	1,750.00	47,250.00
				合计/Total(RSD)	**489,750.00**
2	**防雷接地安装/Installation of Lightning Protection Grounding**				
2-1	Delivery and installation of a metal pole H=12m with a concrete foundation and an early start device from the manufacturer DEHN with two drains made of FeZn strip 25x4mm and grounding probes 3xFi 2"x3m. 交付和安装带有混凝土基础的 H=12m 金属杆和来自制造商 DEHN 的早期启动装置，带有两个由 25×4mm FeZn 金属条制成的排水管和 3×A2×3m 接地探针	项 Lump sum	1	285,000.00	285,000.00
2-2	Delivery and connection of parts of the structure with conductor P/F 16mm2 交付和连接 P/F 16mm2 导体的结构部件	piece	50	850.00	42,500.00

2-3	Construction of footbridge grounding. grounding in 3 places near the concrete foundations of the footbridge with probes Fi 2"×3m and fezn strips 25×4mm 人行天桥接地施工。使用 A2×3m 探头和 25×4mm FeZn 金属条在人行桥混凝土基础附近的 3 个地方接地	项 Lump sum	3	25,000.00	75,000.00
			合计/Total(RSD)		402,500.00

1	照明装置安装/Installation of Lighting	489,750.00
2	防雷接地安装/Installation of Lightning Protection Grounding	402,500.00
	总价(1+2)/Total price(RSD)	892,250.00

3.2 这是一个固定单价的合同。分包价包括乙方为完成所有安装工作而产生的全部费用(包括材料费、设备使用费、安全防护设备费、人工费等)，甲方为此工作无义务支付任何额外费用。

3.2 This is a fixed unit price contract. The subcontract price includes all expenses incurred by Party B for completing the repair of cracks of the underpass. (including material costs, equipment usage fees, safety protection equipment fees, labor costs, etc.), Party A is not obligated to pay any additional fees for this work.

3.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本合同。

3.3 Party B confirms that he has entered into this contract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.

3.4 乙方签订合同时，乙方已充分了解工程所需人员、材料和机器设备的市场价格，且该等因素价格变动的风险已包含在合同单价中。

3.4When Party B signs the Contract, Party B has fully understood the market price of personnel material, machinery, and equipment required for the project, and the risk of price change in such factors have been covered by the contract unit price.

3.5 除增值税外，甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

3.5Except for VAT, Party A is not obliged to pay any taxes to Party B, regardless of whether any changes in taxes occur during the performance of the subcontract, even if these taxes are related to the works.

第 4 条 付款
Article 4 Payment

4.1 预付款为合同额 50%，即 446,125.00 第纳尔。在签署本合同后 7 天内支付。

4.1 The advance payment is 50% of the contract amount, namely 446,125.00 dinars. Payment within 7 days after signing this contract.

4.2 安装工作全部完成，并经甲方验收合格后，甲方在 15 日内支付剩余需支付的工程款。

4.2 After the installation work is completed and passed the acceptance by Party A, Party A shall pay the remaining project payment within 15 days.

4.3 合同双方同意，乙方在完成所有工作后，需提交竣工移交文件，并附上完工数量清单，双方负责人和工程师共同签署确认，作为结算付款的依据。

4.3 Both parties to the contract agree that after Party B has completed all the work, it is

necessary to submit the completion handover documents, and attach a list of completed quantities, and the responsible persons and engineers of both parties will sign and confirm it together as the basis for settlement and payment.

4.4 乙方有义务提供甲方财务部门要求的相关文件（如正式发票及相关结算支付文件），若因文件提交不及时或文件错误的原因导致付款不及时，乙方应对此负责。
4.4 Party B is obliged to provide the relevant documents (such as official invoices and relevant settlement and payment documents) required by the financial department of Party A. If the payment is not timely due to the delayed submission of documents or the wrong documents, Party B shall be responsible for this.

4.5 乙方的银行帐号为 325-9500500144527-11, OTP BANKA SRBIJA, AD, NOVI SAD。
4.5 The bank account number of Party B is 325-9500500144527-11, OTP BANKA SRBIJA, AD, NOVI SAD.

第 5 条 甲方权利和义务
Article 5 Rights and Obligations of Party A

5.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。
5.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the Construction safety situation, and urge Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

5.2 甲方有义务按照本合同规定，及时且全额向乙方支付服务费用。
5.2 Party A is obliged to pay Party B the service fee in full and in a timely manner in accordance with this contract.

5.3 如果乙方违反本合同项下的任何义务，甲方有义务进行提醒及警告，若提醒后三天内仍未整改，甲方有权向乙方发出书面终止通知并终止本合同，因此原因终止合同导致的损失由乙方承担。
5.3 If Party B breaches any obligations under this contract, Party A is obliged to remind and warn, if the rectification is not made within three days after the reminder, Party A has the right to issue a written termination notice to Party B and terminate this contract, and Party B shall be responsible for the losses caused by the termination of the contract.

第 6 条 乙方权利和义务
Article 6 Rights and Obligations of Party B

6.1 为如期完成本工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。
6.1 In order to complete this work on schedule, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

6.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。
6.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

6.3 乙方在执行安装工作期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

6.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of installation work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

6.4 乙方有义务按照塞尔维亚共和国相关专业规则、法律、技术标准、技术规范执行本工作。
6.4 Party B is obliged to perform this work in accordance with the relevant professional rules, laws, technical standards and technical specifications of the Republic of Serbia.

6.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。
6.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

6.5 本工作全部完成后，乙方有义务移交/备份本工作相关的技术文件交予甲方。
6.5 After the completion of this work, Party B is obliged to hand over/back up the technical documents to Party A which are related to this work.

第 7 条 联络
Article 7 Contact

7.1 在本合同的实施过程中，合同双方之间应不断协调好各项事宜，以使其顺利实施。
7.1 During the implementation of this Contract, there shall be constant coordination of activities between the Contracting Parties, with the aim of its successful implementation.

第 8 条 其他
Article 8 Miscellaneous Agreement

8.1 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。
8.1 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

8.2 本合同未规定的一切将根据《义务法》以及塞尔维亚共和国其他法律及规定进行约束和解释；若因工作范围增加等原因增加了乙方义务，合同双方可签订补充协议进行补充和更新。
8.2 Everything that is not regulated by this contract will be regulated and interpreted in accordance with the Law on Obligations as well as in accordance with other laws of the Republic of Serbia. If Party B's obligations are increased due to the increase of the scope of work, the two parties to the contract may sign a supplementary agreement to supplement and update.

8.3 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。
8.3 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.4 本合同以中英双语编写。若合同中语言之间有任何差异，英语具有优先解释权。
8.4This contract is made in Chinese and English. In the event of any differences between these languages, the English version shall prevail.

8.5 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
8.5 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

附件一：乙方报价单
Annex I: Offer provided by Party B

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	RASVETA DOO SUBOTICA
甲方签字:	乙方签字:
Signed by Party A:	Signed by Party B:
姓名/Name: Wang Yong	姓名/Name: Gyula Palfi
日期/Date: 2023.6.20	日期/Date: 21.06.2023.